

Office of Secretary

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 2 7
2 AMENDMENT/MODIFICATION NO 0002	3 EFFECTIVE DATE See Block 160	4 REQUISITION/PURCHASE REQ. NO REQ-1300-10-0004	5 PROJECT NO (if applicable)
6 ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS	7 ADMINISTERED BY (if other than item 6) CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) METRO STAFFING RESOURCES 6418 GROVEDALE DRIVE SUITE 202 ALEXANDRIA VA 22310		(X) 9A AMENDMENT OF SOLICITATION NO 9B DATED (SEE ITEM 11) CPSC-B-09-0005	
9B DATED (SEE ITEM 11) 10A MODIFICATION OF CONTRACT ORDER NO. CPSC-B-09-0005		10B DATED (SEE ITEM 11) 10/13/2009	
10 CODE	FACILITY CODE	11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in item 11. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of the amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)
10-PS-EXEM-1300-02585-252H Net Increase: \$10,229.60

13 THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 11 PURSUANT TO THE AUTHORITY OF FAR 48.102(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Supplemental Agreement between both parties

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION: (Organized by UCF section headings, including title taken from contract subject matter when feasible)
Modification 0002 is hereby issued against Blanket Purchase Agreement number CPSC-B-09-0005/Call 0002 to incorporate the following:

- a) To extend the performance period of Paralegal Services, Level One (Lisa Bona) until 25 March 2010.
- b) To increase the total amount of the BPA order by \$10,229.60 from \$10,229.60 to \$21,459.20.
- c) All other terms and conditions of this order remains unchanged and in full force and effect.

Continued ...
Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) <i>Michele D...</i>	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Randy N. Johnson
15B CONTRACTOR/OFFEROR <i>[Signature]</i>	16B UNITED STATES OF AMERICA <i>[Signature]</i>
15C DATE SIGNED 1/5/10	16C DATE SIGNED 2/1/10

RT

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
CPSC-B-09-0005/0002/0002

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NAME OF OFFEROR OR CONTRACTOR
METRO STAFFING RESOURCES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Ordering Off.: rjohnson Change Item 0001 to read as follows (amount shown is the obligated amount): Contractor shall provide paralegal services Level 1, to provide support concerning enforcement cases for eight (8) weeks and shall be completed not later than 28 March 2010.	320	HR	33.53	10,729.60

TERMS AND CONDITIONS

CPSC-B-09-0005/Call 0002 --Modification 0002

1. DESCRIPTION OF SERVICES: The contractor shall provide one (1) Level One (1) paralegal assistant to provide support services to assist the Consumer Product Safety Commission, Office of the General Council, 4330 East West Highway, Bethesda, Maryland from the hours of 7:30 am until 4:00 pm Monday through Friday.

2. TYPE OF CALL: This call is based on firm-fixed price fully loaded hourly rate for the hours indicated schedule of services and supplies.

3. STATEMENT OF WORK: The paralegal assistant shall provide support regarding enforcement cases concerning potential violations in reference to the Consumer Product Safety Commission laws and regulations. The contractor (paralegal assistant level 1) shall work closely under supervision and shall perform duties that are listed within the BPA and under level I may be required:

- a. Consult prescribed sources of information for facts relating to matters of interest to the program;
- b. Review documents to extract selected data and information relating to specific items;
- c. Review and summarize information in prescribed format on case precedent and decisions;
- d. Search and extract legal references in libraries and computer-data banks;
- e. Attend hearings or court appearances to become informed on administrative and/or court procedures and the status of cases, and where necessary, assist in the presentation of charts and other visual information.

4. PERIOD OF PERFORMANCE: This order shall be effective for eight (8) weeks and shall be completed no later than March 28, 2010. The contractor will be compensated for hours worked (not including a ½ hour lunch break).

5. CONTRACTOR PERSONNEL:

a. The Contractor shall be responsible for satisfactory standards of employee competency, conduct and integrity. The contractor's employees must be presentable in appearance (i.e. clean, un-torn appropriate attire and exercise good personal hygiene). The contractor shall be responsible for taking disciplinary actions including suspension and termination with respect to contractor employees as may be necessary. At all times while on CPSC's premises, the contractor shall comply with all rules and regulations governing the conduct of personnel on Government Property.

b. CPSC reserves the right to have the contractor remove any of its employees, for any reason including failure to comply with any terms of this call or observed failure to provide satisfactory service to the Government.

6. GOVERNMENT FURNISHED MATERIALS

a. CPSC will provide the contractor with on-site working space and will furnish desk space, personal computer, and telephone to contractor personnel. The contractor must comply with all agency PIV requirements addressed elsewhere in order to obtain access to CPSC facilities and systems.

CPSC is responsible for initial and appropriate setup of the infrastructure, including hardware procurement, operating system installation and verification, software installation and configuration, fully configured client machines with network connectivity, and other necessary connectivity as needed.

7. LC PROJECT OFFICER DESIGNATION

a. The following individual has been designated at the Government's Project Officer for this contract:

Name: William J. Moore, Jr.
Division: Office of General Council
Telephone: (301) 504-7583
Email: wmoore@cpsc.gov

b. The CPSC Project Officer is responsible for:

1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week if deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule.

(2) performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

(3) inspection and acceptance of all items required by the contract.

c. The Project Officer is not authorized to and shall not:

(1) make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) take any action that commits the Government or could lead to a claim against the Government.

8. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. ACH Vendor Information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

9. ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
Bethesda, MD 20814

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

10. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, and Division of Financial Services at the same address (above).

INSPECTION & ACCEPTANCE PERIOD

The Commission at the destination point within three (3) working days after the date of receipt shall inspect all materials/services. The CPSC contact person will transmit disapproval, if appropriate.

ALL OTHER INFORMATION RELATING TO THE BLANKET PURCHASE AGREEMENT AND/OR CALLS SHALL BE DIRECTED TO:

Contact: Ms. Rudi M Johnson (301)504-7028

11. LC 11 BACKGROUND SECURITY CHECKS PERFORMED BY CPSC

a. All Contractor employees proposed and/or presently in service under this contract and any new Contractor employees to be utilized for performance of this contract may be subjected to a National Agency Check and Inquiry (NACI). These background checks will be performed at Government expense.

b. The Contractor shall, upon request of the Commission, provide whatever information is necessary about each employee to facilitate the performance of this check. This information shall be provided at the expense of the Contractor.

c. If a background check on employees is deemed to be necessary on employees, it will be performed as soon as practicable prior to their performance or after they enter into service.

d. Background checks will be updated as determined to be necessary by CPSC.

e. By execution of this contract, the Contractor certifies none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

f. The Government reserves the right to remove from service any Contractor employee for any of the following:

(1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

(2) Falsification of information entered on security screening forms or other documents submitted to the Government.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.

(4) Any behavior judged to pose a threat to personnel or property.

g. Failure by the contractor to comply with the terms of this clause may result in termination of the contract.